

**SECOND AMENDMENT TO  
THE INTERLOCAL COOPERATION AGREEMENT CONCERNING  
A TRAUMA DATA PROJECT SYSTEM  
BETWEEN THE CITY OF SAN ANTONIO  
AND  
THE SOUTHWEST TEXAS REGIONAL ADVISORY COUNCIL FOR  
TRAUMA**

THIS SECOND AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT ("Amendment") concerning A Trauma Data Project System is entered into by and between the CITY OF SAN ANTONIO, (hereinafter referred to as "CITY"), a Texas Home Rule Municipality, and the SOUTHWEST TEXAS REGIONAL ADVISORY COUNCIL FOR TRAUMA, (hereinafter referred to as "STRAC"), a political subdivision of the State of Texas, both of which may be referred to herein collectively as the "Parties".

This Amendment is entered into by the Parties pursuant to authority granted under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

**WHEREAS**, Chapter 773 of the Texas Health and Safety Code provides the authority pursuant to which the Southwest Texas Regional Advisory Council has been established; and

**WHEREAS**, the San Antonio Fire Department, is the recognized emergency medical services agency for the CITY, and is authorized, ready, able and willing to provide as stated herein, paramedics, who are certified, and to record emergency services provided in the course of performing such services; and

**WHEREAS**, the Parties previously entered into an INTERLOCAL COOPERATION AGREEMENT CONCERNING A TRAUMA DATA PROJECT SYSTEM ("Agreement"), as amended, which is attached hereto and incorporated by reference for all purposes as **Exhibit I**; and

**WHEREAS**, subsequent to the execution of the Agreement, it is necessary to amend the Agreement due to changes in circumstances and requirements of the Parties; **NOW THEREFORE**:

CITY and STRAC agree to amend the Agreement as follows:

**ARTICLE I  
PURPOSE AND EFFECTIVE DATE**

- A. The purpose of this Amendment is to revise the title of the Agreement, and all references thereto, from "Interlocal Cooperation Agreement (ILA) Concerning a Trauma Data System" to "Interlocal Agreement Concerning a Field Applications System and Additional Support Systems", extend the term, consolidate related ILAs and amend certain terms.

- B.** This Amendment to the ILA concerning Field Applications Systems and Additional Support systems shall include software access and maintenance of various software applications hosted at STRAC that provide clinical and fire incident response data reporting capability. The software is obtained from Zoll Data Systems, and TABLEAU currently. Additionally, this amendment will consolidate several existing ILAs, involving the patient care reporting system, fire reporting system, mobile satellite radio and JOC radio support, into a single ILA. This amendment will include the support and maintenance of the Mobile Satellite (MSAT) Phones, and payment of dues from STRAC to CITY for inclusion in the JOC for Radio support.

## **ARTICLE II** **AMENDMENTS**

- A.** Article II, "Statement of Services to be Performed and Limitations of Authority", is deleted in its entirety and the sections are restated, added or revised, and renumbered as follows:
- 2.01 The Fire Department and STRAC agree to work collaboratively to maintain a Field Applications reporting system to transfer data from the Fire Department units to other health care providers via computer and to determine content and frequency of any and all reporting.
  - 2.02 The Fire Department shall have the sole authority over determining any and all issues regarding clinical necessity and the appropriate emergency medical treatment.
  - 2.03 The Fire Department shall have sole authority over determining any and all usage regarding their data.
  - 2.04 In the performance of the work, duties and obligations herein, it is mutually understood and agreed that the Parties shall not be considered employees of each other Party. The Parties shall be considered and are independent contractors. The Parties shall not have control, direction and/or dominion over the other nor any of their respective employees, other than the terms of this Agreement. The Parties shall be responsible for performing the services contemplated herein in good manner and the work shall be conducted in strict accordance with currently approved practices and in compliance with all laws, licenses and certification requirements, if any. No partnership, joint venture or other arrangement (other than independent contractor) is intended to be, or has been, created as a result of this Agreement. Parties have no authority to act for or on behalf of the other Party except as provided for in this Agreement and no other authority, power or use is granted or implied. Parties may not incur any debt, obligation, expense, or liability of any kind on behalf of the other Parties without said party's expressed written permission.
  - 2.05 Parties have no exclusive rights or benefits other than those set forth herein.
  - 2.06 Parties are neither responsible nor liable for any misrepresentations, errors, omissions of any kind, negligence, carelessness, or other problems or disputes which the other Party may cause or be involved in or that may arise during the term of this Agreement.
- B.** Article III, "Mobile Unit Support Fee Schedule", is deleted in its entirety and the sections are restated, added or revised and renumbered as follows:

- 3.01 STRAC agrees to purchase software support and software upgrades on an annual basis for transmission of Electronic Patient Care Reports data from the Fire Department to hospitals, and other team members supported by STRAC. To offset the cost of this software support and upgrades, the City agrees to pay an annual support fee to STRAC based on the number of licenses issued. The license maintenance fee is set by the STRAC Clinical Informatics Division Director and STRAC Executive Director and is approved by the STRAC Executive Committee and subject to approval by the City.
- 3.02 Payment for licenses shall be made based on the prices listed in the pricing schedule, attached hereto as **Exhibit II** and incorporated herein by reference for all purposes. Annual price increases may not exceed 3%.
- 3.03 The Fire Department agrees to consider all requests for related research from STRAC or the San Antonio Military Medical Center's Institute of Surgical Research. Each individual request will be reviewed and either approved or denied by the Chief of the Fire Department's Operations Section. These individual requests will be in writing and will describe in detail the scope and responsibilities of the research project. A response to research requests will be no longer than 90 days from date of receipt of the written request. Although scope and responsibilities may be similar, an individual request must be submitted for each instance.
- 3.04 The Fire Department shall provide appropriate staff for deployment, maintenance, and initial and ongoing training of the fire and EMS data reporting software with the assistance of the System Administrator of STRAC's Field Applications and IT Divisions.
- C. Article IV, "Term of Agreement", Section 4.1 is amended to extend the term as set out below:
- 4.01 The Agreement may be extended from year to year, providing City Council has budgeted funds for its continuation. The term of this Agreement will begin upon execution of this Amendment by both parties and continue for a term of five years, unless terminated by one of the parties.
- D. Article V, "Medical Records and Practice of Medicine", Section 5.01 is hereby deleted in its entirety and replaced with the following revised Section 5.01:
- 5.01 The Fire Department shall utilize STRAC Clinical Informatics software to transfer emergency service records to STRAC, including but not limited to: medical history forms, consent forms, monitoring forms, incident records and preplans. STRAC maintains these records on its record retention system, but SAFD shall remain the Custodian of Record for any patient record requests.
- E. Article VI, "Miscellaneous", Section 6.01 is amended to update contact information as follows:
- 6.01 Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as

either party may from time to time designate in writing.

If intended for the CITY:

City of San Antonio  
Fire Chief  
315 South Santa Rosa Suite 2000  
San Antonio, Texas 78205

If intended for STRAC:

Southwest Texas Regional Advisory Council for Trauma  
Attn: Eric Epley  
Executive Director  
7500 Hwy 90 West, Suite 200  
San Antonio, Texas 78227

### **ARTICLE III** **TERMS AND CONDITIONS**

All other terms, conditions, covenants and provisions of the Agreement are hereby continued and shall remain in effect in their original form, except for the provisions modified by this Amendment.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018

CITY:

\_\_\_\_\_  
Erik Walsh  
Deputy City Manager  
City of San Antonio

STRAC:

  
\_\_\_\_\_  
Eric Epley  
Executive Director  
Southwest Texas Regional Advisory Council for Trauma

Approved as to Form:

\_\_\_\_\_  
City Attorney